

215956A

OGC Has Reviewed

16 May 1955

MEMORANDUM FOR: Chief, 25X1A8A

SUBJECT : Federal Employees Compensation Act -
Application to

25X1A8A

1. Your memorandum of 25 March 1955, to the Director of Personnel requesting a legal interpretation of the rights under the Federal Employees Compensation Act of eight has been forwarded to this Office for action.

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2. These associates are entitled by contract to "death or disability benefits authorized under the Federal Employees Compensation Act, as amended". That Act stipulates that compensation will be paid for the death or disability of an employee resulting from a personal injury sustained while in the performance of his duty. Your memorandum requests an interpretation of the line of duty concept as it may be applicable to convert associates. The term "line of duty" which is broader and more liberal than "performance of duty" is applicable to the military services and overseas employees of the State Department and CIA. Application of the line of duty concept to persons not in these categories is unusual and can be made only on the basis of facts clearly demonstrating that the persons in question are working under conditions nearly parallel to those under which military personnel and overseas employees work. On the basis of the facts presented in your memorandum it appears that DOB covert associates do not fit any of the categories normally covered by line of duty standards and therefore their contractual entitlement to death and disability benefits equal to those authorized under the Federal Employees Compensation Act must be interpreted to give them benefits only for death or disability resulting from personal injuries sustained in the performance of duty. In light of these facts the questions in paragraph 3(a) of your memorandum will be answered as questions relating to the performance of duty standards.

3. Question (1) in paragraph 3(a) of your memorandum can be answered only in general terms since you have not presented a particular factual situation for determination. As stated in the Regulations Governing Administration of the Federal Employees Compensation Act, Section 02.1(b), it is the policy of the Bureau of Employees Compensation to adhere to the principles of Workmen's Compensation law. Thus, the performance of duty requirement of the Federal Employees Compensation Act is substantially the same as the requirement common to Workmen's Compensation Acts that an injury arise "out of and in the course of employment". While not as liberal as the line of duty requirement, performance of duty is interpreted quite liberally and there need be shown only a reasonable relationship between the employment and the injury. Generally, if an injury takes place during

a period when the employee is required to be at work and while he is fulfilling his required duties or something incident thereto, it is deemed an injury sustained while in the performance of duty. An injury not the result of the employee's misconduct is considered sustained in the performance of duty if it occurs while the employee is furthering the employer's business or using any facility provided by the employer, including facilities for rest and recreation. An injury may not meet the requirement, though sustained at the place of work, if due to the employee's misconduct or if he was not required to be there. On the other hand injuries sustained away from the working premises may be covered if the employee was engaged in some duty in furtherance of the employer's interests or if using facilities supplied by the employer for furthering his interest as for example, where the employee is proceeding to or from work by means of transportation provided by the employer.

4. In reply to question (2) of paragraph 3(a) of your memorandum it can be said that the burden of proof is upon the claimant but that the Insurance and Claims Branch of the Office of Personnel will assist the claimant in any way possible. The Director of Personnel adjudicates all claims within the Agency and the Bureau of Employees Compensation adjudicates claims processed outside the Agency.

5. Question (3) of paragraph 3(a) of your memorandum is partially answered in paragraph 2 above insofar as the line of duty concept is concerned. If it is determined that a case is to be governed by line of duty standards the claimant may expect to recover if the injury was not sustained as a result of vicious habits, intemperance or misconduct on his part. The limitations established in defining performance of duty are stated generally in paragraph 3 above.

6. In conclusion, it must be emphasized that the above discussion is intended to be general and not definitive in nature. Any one case will have to be judged on the facts peculiar to it. No simple rule can be stated which will enable the division or its case officers to brief individuals as to what circumstances will bring an injury within the coverage of the Act. We would consider it most inadvisable for you to make any promises of benefits based upon hypothetical situations or after an actual injury to make any promises without concurrence by the Insurance and Claims Branch, Office of Personnel.

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Office of General Counsel

OGC:JDM:ss

Distribution

Subject ✓

Signer

Chrono

cc: SCAPS

Orig. & 1 - addressee